

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

Defenders of Wildlife and South Carolina	)	
Coastal Conservation League,	)	
	)	
Plaintiffs,	)	
	)	C.A. No. 2:22-112-RMG
vs.	)	
	)	
Robert H. Boyles, Jr., in his official	)	
capacity as Director of the South Carolina	)	
Department of Natural Resources;	)	
Charles River Laboratories International,	)	
Inc.; Marsh Point Farms, Inc. and Gault	)	<b>ORDER</b>
Seafood, LLC,	)	
	)	
Defendants.	)	
	)	
	)	

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The Court has received certain filings from the parties concerning maps generated by Defendants which Plaintiffs assert are not in compliance with the parties' Consent Order. (Dkt. No. 139). Defendants have responded that they have not distributed the maps in question. (Dkt. No. 142). Plaintiffs have replied that the parties appear to have a disagreement concerning whether the definition of "beaches" in the Consent Order includes beaches "which border on creeks and inlets" in areas designated in the Consent Order as off limits for horseshoe crab harvesting during the spawning season. (Dkt. No. 143).

The Court addresses this issue by referring to the clear language of the Consent Order. The term "beaches" includes "all emergent land from the Mean Lower Low Water to the toe of the dunes or where the densely vegetated habitat begins. This includes the shoreline and sandy intertidal zone that is covered at high tide and uncovered at low tide. This also includes sand

bars.” (Dkt. No. 131 at 2, n. 1.) This definition of “beaches” includes all areas which fall within that definition, regardless of whether the “beach” in question fronts on the ocean, a bay, a creek or an inlet.

**AND IT IS SO ORDERED.**

s/Richard M. Gergel  
Richard Mark Gergel  
United States District Judge

May 8, 2023  
Charleston, South Carolina